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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

DIVISION THREE

In re Marriage of DIANE E. and STUART
E. PAGE.

DIANE E. PAGE,

Respondent,

v.

STUART E. PAGE,

Appellant.

G039177

(Super. Ct. No. 05D001792)

O P I N I O N

Appeal from an order of the Superior Court of Orange County, Walter D. Posey, Temporary Judge. (Pursuant to Cal. Const., art. VI, § 21.) Affirmed.

Law Offices of Carlin & Buchsbaum, Gary R. Carlin, Brent S. Buchsbaum, Joanne P. Freeman and Laurel N. Haag, for Appellant.

Hughes and Sullivan, Bruce A. Hughes and Lisa Hughes, for Respondent.

Stuart Page appeals from an order setting temporary spousal support and obligating him to pay \$10,000 of legal fees incurred thus far by Diane Page in this marital dissolution action. Stuart argues the court erred in concluding he had the capacity to earn \$70,000 per year doing handyman work, despite his contentions that (1) he could not legally engage in such work without a contractor's license; and (2) he was physically incapable of doing so. He also contends the court erred in its attorney fee order, since there was evidence Diane took sole possession of a joint bank account containing \$97,000 in cash at the time of the parties' separation, and still retained a significant portion of that cash at the time of the hearing. Finally, Stuart contends the court erred in failing to include in its order a provision requiring Diane to return certain items of his personal property remaining in her possession.

We are unpersuaded by any of these contentions and affirm the order.

First, there was substantial evidence that Stuart was physically able to perform home renovation and handyman work, despite his claims to the contrary. In the face of evidence that Stuart had engaged in such work on a steady basis, the court was not required to believe his protestations that he was precluded from doing so because of physical disabilities. As for his contention that he could not legally engage in such work without a contractor's license – and that he had thus ceased to do any of it – the court could properly conclude he remained free to continue such work – albeit by concentrating on smaller jobs which could be legally performed without a contractor's license – and could continue earning the same salary by doing so.

Second, we are unconvinced the court erred in its award of attorney fees. The propriety of such an award is based upon an assessment of several factors, including the parties' relative wealth. The record here includes substantial evidence demonstrating that Stuart had far more extensive resources than Diane, and thus could properly be held responsible for paying a portion of her fees.

Finally, we discern no error in the court's failure to order Diane to restore Stuart's personal possessions. Stuart filed no order to show cause (OSC) requesting such relief, and although the court indicated it might be willing to consider the matter in the context of Diane's OSC, Stuart waived the issue when he failed to promptly object to its omission in the court's decision. And even if he had not waived the issue, Diane correctly points out that the items he requested appear to belong to the marital estate, and thus it would have been inappropriate, absent a stipulation, for the court to divide them prior to trial.

FACTS

The parties were married for approximately 32 years, and separated in January of 2005.¹ Diane petitioned for divorce in February of 2005. In September of 2005, she sought a court order obligating Stuart to undergo a vocational examination. In support of her request, she stated she was currently employed as a teacher's aide, earning \$16.72 per hour, but could only find such employment for 15 hours per week. She was unable to support herself. She said Stuart also worked, and she believed he was engaged in doing small maintenance and repair jobs within the neighborhood, for which he was paid in cash. He had not provided her with information regarding his earnings, and she believed he was capable of working full time.

In response to Diane's requested order, Stuart filed a declaration in which he characterized himself as being substantially disabled from working, both because of physical injuries which make it impossible for him to do any "bending, stooping, squatting, climbing, crawling, walking or standing for lengthy periods of time, or lifting heavy objects," and because of "work related depression, anxiety and stress." Stuart

¹ In October of 2005, six months after filing his original response to the dissolution petition, in which he agreed the parties had separated on January 15, 2005, and only nine days after filing a declaration claiming Diane had supported him financially right up until she "kicked him out" of the marital residence in or around February of 2005, Stuart filed a second response, in which he claimed a separation date of June 15, 1997, and stated that "Respondent's original response contained a clerical error." The discrepancy is not satisfactorily explained.

claimed he had not been gainfully employed since September of 2002, “except for odd jobs, of a sporadic nature, involving light repair or maintenance work for which I have received nominal income, amounting to a few hundred dollars a year.” Stuart was opposed to any vocation examination, but urged that if the court were inclined to order one, the order should include Diane as well as him.

In October of 2005, the court issued an order requiring both parties to undergo a vocational examination, and obligating each party to pay the cost of the other party’s exam.

Diane also filed an OSC requesting that she be awarded spousal support in the amount of \$3,000 per month, attorney fees in the amount of \$10,000, and obligating Stuart to return specified items of her personal property alleged to be in his possession.

In May of 2006, Stuart filed a response to Diane’s OSC. He opposed each of Diane’s requests. With respect to the request for return of Diane’s personal property, Stuart denied that he had all of the items listed in the OSC, and contended that some of the listed items which he did have were his property rather than hers. As for the items in his possession which he conceded belonged to Diane, Stuart stated he would “exchange” them for his own personal property which remained in Diane’s possession. He attached a lengthy list of all his personal property which he claimed remained in Diane’s possession.

The hearing on Diane’s OSC commenced in November of 2006. Stuart, then aged 54, testified first. He stated he had worked for 29 years in the oil and gas industry but had been unable to work since June of 2002, due to a work-related injury to his left knee. Stuart also stated he suffered from deteriorating conditions in his right knee and both elbows. He asserted he had been able to engage in only “very limited” work as a handyman in the years 2003-2006, and described his role as essentially supervisory, since he was unable to engage in any physical work. Stuart also acknowledged he did not include the handyman income on his income and expense

statement, and explained he viewed the income as “too sporadic” to be accounted for on the form. He denied having any handyman “business.”

Stuart testified that in 2004, he purchased real property in Oregon for \$109,000 in cash. He claimed the cash purchase was made from savings accumulated over years, primarily before 2002. Stuart also described other rental properties, including a town home in Fountain Valley purchased in 2002, and an apartment purchased in 1992. Stuart claimed these latter two properties were owned by him as his separate property, and he managed them. However, he denied any specific knowledge of the expenses associated with them. He also acknowledged ownership of at least three separate brokerage accounts, and explained he had not listed them on his disclosure forms because he had not understood them to fall within the scope of assets required to be disclosed. Stuart claimed not to know how much money was in the accounts, but then agreed that he had approximately \$68,000 in one account, and that he “hope[d]” there was more than \$18,000 in another.

The parties’ adult daughter, Jaclyn Homan, testified next, and contradicted Stuart’s claims about his physical ability to work. She described working with him on jobs, including one in early 2005, in which they installed a Pergo floor. She explained the job, which lasted approximately 7-10 days, included ripping out old carpeting, putting down foam backing and the Pergo flooring, and installing new baseboards. In the course of that job, she observed Stuart personally carrying flooring, and working on his knees during the installation.

Homan described another time, in late 2004 and early 2005, in which she worked with Stuart on a more extensive home remodel. They started out with installation of new baseboards and bedroom doors, and the work just kept expanding to include new jobs – ultimately encompassing the installation of flooring in several rooms, more door replacements, and two bathroom remodels. On that job as well, Homan observed her father personally doing manual labor, including assisting in carrying a bathtub upstairs,

carrying wood around, installing floors, hammering nails and painting. Homan explained that she did not work with her father on a regular basis, but when he had jobs “lined up,” and “would get behind,” Stuart “would ask me if I could help him out like painting a room, me painting for ten to twelve an hour.”

On both of the jobs Homan described, she was hired, and paid, by Stuart for her work. And on both jobs, there was at least one other worker as well, also paid by Stuart. Homan testified that Stuart was the “boss” on the jobs, and he was in charge of the other workers, including her.

Homan also testified she was aware that in 2004-2005, Stuart had worked on other jobs as well, including his own town home, and a house owned by a woman named Patsy. Homan stated she had gone to the bank with her father approximately 10 times in 2004 to cash checks he told her were for jobs he had performed. Homan also described seeing “bundles” of cash, about three inches high, in a safe her father maintained for his exclusive use in the family home in January of 2005. She observed Stuart “fanning them out” to count the bills, and she observed the bills were all hundreds and twenties. Homan could not estimate how many there were, except that there were “too many to count.” Stuart told her the money was from jobs.

After Homan testified, Stuart testified again. He stated that, as reflected in his August, 2006 income and expense statement, he had paid his attorney \$65,000 as of that date. He was unable to explain where he had obtained that sum, other than vague assertions that some portion might have come from his confidential workers’ compensation settlement, and the rest from an “account” where he had been saving up “14 years worth of rental income.” He could not recall the bank where that account was. He could not recall whether he had produced any information about such an account in his preliminary declaration of disclosure.

Stuart claimed the only cash he ever stored in the home safe was \$1,200 he had received from selling a motor home. He could not remember what year that was. Stuart did not file tax returns for any year after 2003.

Stuart also modified his characterization of the work he had done on renovation jobs, admitting he had done more direct labor than he had previously described, including the installation of flooring on his hands and knees. He explained that his ability to do such work was limited however, and only made possible at all by the use of good knee pads. He still maintained that his primary role in these jobs was to be a “facilitator;” meaning he would arrange for the materials and the workers, and then supervise the work, ultimately keeping only a small percentage of the money paid for the job. He then explained that he had ceased doing such jobs, after it had been brought to his attention that such work required him to have a contractor’s license. He had no such license and did not believe he would be able to obtain one.

Stuart sought to corroborate his claim of physical incapacity by relying upon a physician’s report which had been used in his earlier workers’ compensation case. However, because he had not arranged for the physician to testify in person, the court rejected the report as hearsay.

Diane sought to undercut Stuart’s claim of physical incapacity by pointing out that although Stuart had been given substantial amounts of various pain medications in the wake of his work-related knee injury, he had neglected to take many of them. Stuart acknowledged that was true, explaining he “took the ones that I wanted to take and didn’t take the other ones.” He insisted he was not going to “become a pill popper.” Stuart admitted he used no cane or crutches when he walked, wore no knee brace, and could walk up and down stairs without assistance – although he “prefer[red] to [use a handrail].

Dee Ann Huddleston, a long-time friend of Diane’s from childhood, who has known Stuart for over 30 years, also testified. She related an incident at Christmas-

time of 2004, during a holiday party in her home. She heard Stuart speaking with her husband, Larry, who was also a handyman, about the work he had been doing since he had become self-employed. According to Huddleston, Stuart claimed to be earning approximately \$70,000 per year doing painting and handyman work. Huddleston also heard Stuart telling her husband how busy he was with work, and suggesting it might also be a good way for Larry to earn money if he decided quit his then-current job.

Diane testified that after Stuart lost his prior job in 2002, he commenced other work on various jobs, including painting, ceiling work, tile work, and yard work. He told her where he would be working each day, and she sometimes drove him to his job sites. She sometimes went with him to the banks which issued the checks used to pay him for handyman jobs, and he would cash the checks at those issuing banks, and then take the cash back home and store it in the floor safe.

Approximately a month before the parties separated in January of 2005, Diane saw Stuart counting the money in the safe one evening. She observed him putting hundred dollar bills into “several” stacks. He wouldn’t tell her exactly how much cash there was, only that it was “a lot.” After the parties separated, Diane discovered the safe was empty of cash.

Diane testified that she also heard Stuart telling Huddleston’s husband about his handyman work during the holiday get-together in December of 2004. Stuart told him that he had “more work than he could handle; that he was having to put people off, and that he made a lot of money doing the handyman work.” Diane also heard Stuart claim he was earning \$70,000 per year doing that work. Her opinion was that he was earning that much or even more.

Diane also testified that when the parties separated, she went to the bank and emptied a joint savings account of \$97,000 in cash, and then deposited the money into a different account bearing only her name. She stated that approximately \$55,000 or \$60,000 of the money still remained in that separate bank account. Diane had paid out

approximately \$29,000 in attorney fees as of January, 2007, and had incurred, but not yet paid, an additional \$36,000 in fees.

At the conclusion of the evidence, the court invited the parties to submit closing arguments in writing. The court took the matter under submission, and on May 14, 2007, issued a “Court Order After Hearing.” In that order, the court noted that the “issues to be decided at this time are spousal support for the Petitioner and attorney fees per Sections 2030 and 2032 of the Family Code [¶] There is also an issue of each party requesting possession of certain items of personal property.”

The court found that the vocational examiner had concluded Diane had a “mid-range earning ability” of \$2,080 per month, and Stuart had a “mid-range earning ability” of \$2,600 per month. However, the court also specifically found true that Stuart had stated he “was able to earn up to \$70,000 per year as a ‘handyman’ doing light construction work and remodel work. This would give him a monthly income of \$5,800 per month without consideration of his disability income.”

The court then found that Stuart’s income was “\$5,800 per month,” and he was ordered to pay Diane \$1,000 per month in spousal support. He was also ordered to pay \$10,000 to Diane “as and for attorney fees for work performed to date,” and to transfer to her certain items of her personal property “if in his possession or control.” Diane’s counsel was ordered to prepare a formal order.

Stuart objected to Diane’s proposed order, claiming that it was “untimely,” and “not consistent with the actual Court Order After Hearing filed May 14, 2007, nor [is it] consistent with the evidence and facts considered by the Court during the hearing and the law applicable to the case.” The court signed the proposed order on June 19, 2007.

I

Stuart’s first contention is the court erred in concluding he had the capacity to earn \$70,000 per year doing handyman work. His argument is twofold. First, Stuart suggests the evidence demonstrates he is physically incapable of doing such work in any

significant amount; and second, he argues that without a contractor's license, he cannot legally engage in such work.

“California courts have approved support awards based upon the earning capacity, instead of the actual income, of the supporting spouse in cases where “‘it appears from the record that there is a deliberate attempt on the part of the [spouse] to avoid his [or her] financial family responsibilities’”” (*In re Marriage of Simpson* (1992) 4 Cal.4th 225, 232.) On the other hand, “in fixing support, courts have looked solely to the actual income, rather than the earning capacity, of the supporting spouse in cases where the record demonstrated that a reduction in the supporting spouse's income was attributable to circumstances beyond the spouse's control.” (*Ibid.*)

In this case, there was ample evidence demonstrating Stuart possessed a substantial array of talents which he had previously put to good use earning money in the areas of home repair and improvement. Moreover, it was Stuart's own claim that supported the conclusion he was able to earn as much as \$70,000 per year engaging in such work.

Although Stuart contends the evidence demonstrates he is physically incapable of doing the labor required of him as a handyman, we cannot agree. In making that contention, Stuart is asking us to ignore the evidence suggesting that his physical capabilities are significantly greater than he admits – including the testimony of his daughter, Homan, whom he would have us dismiss as “not a doctor, and . . . clearly biased against her father.”

But arguments about the weight of certain evidence, or the credibility of certain witnesses, are not cognizable on appeal. “[T]he power of the appellate court begins and ends with a determination as to whether there is any substantial evidence, contradicted or uncontradicted, to support the trial court's findings. [Citations.] ‘We must therefore view the evidence in the light most favorable to the prevailing party,

giving [her] the benefit of every reasonable inference and resolving all conflicts in [her] favor’ [Citation.]” (*Estate of Leslie* (1984) 37 Cal.3d 186, 201.)

To the extent Stuart’s point that Homan is “not a doctor” is intended to convey that her testimony was not merely incredible, but also *legally insubstantial* (see *Roddenberry v. Roddenberry* (1996) 44 Cal.App.4th 634, 651, [“‘Substantial evidence’ is evidence of ponderable legal significance, evidence that is reasonable, credible and of solid value. [Citations.] ‘Substantial evidence . . . is not synonymous with “any” evidence.’ Instead, it is “‘substantial’ proof of the essentials which the law requires.” [Citations.]”]), we reject the contention. Homan’s testimony was not in the nature of a medical opinion, but was instead a description of what she personally perceived. It doesn’t matter how many doctors might have concluded that Stuart was incapable of undertaking certain physical tasks, evidence that he had been seen doing those very things is sufficient to support the conclusion that he could.

Stuart also argues that even assuming he had performed substantial – and lucrative – home renovation and handyman work in the past, the uncontroverted evidence was that he had ceased to do so by the time of the hearing, because he learned that doing so put him in violation of the contractor’s licensing law. As he points out, Business and Professions Code section 7028, subdivision (a), provides: “It is a misdemeanor for any person to engage in the business or act in the capacity of a contractor within this state without having a license therefor, unless the person is particularly exempted from the provisions of this chapter.”

However, as Stuart also acknowledges, one of the exemptions to that general requirement is found in Business and Professions Code section 7048, which provides that a contractor’s license is not required for “any work or operation on one undertaking or project by one or more contracts, the aggregate contract price which for labor, materials, and all other items, is less than five hundred dollars (\$500)” And

Stuart does not explain why, if he could legally continue performing jobs worth less than \$500, he did not continue to do so.

Indeed, a big problem for Stuart in this case is that, having initially refused to admit he had ever done any significant amount of home renovation or handyman work, he was apparently loath to depart any more than necessary from that position, even after Homan had pretty convincingly contradicted his assertion. Thus, Stuart did not provide the court with any details about the mix of jobs he actually did perform during the period in which he was apparently earning \$70,000 per year – information which might have convinced the court to “discount” his capacity to continue earning money in that fashion while remaining in compliance with the contractor’s licensing law.

Because the court had evidence not only that Stuart had been earning \$70,000 per year, but also that he had “more work than he could handle” during that period, the court was free to infer that Stuart maintained the ability to be selective about the jobs he chose to accept – and that he could have kept himself busy by just focusing on smaller jobs.

If Stuart wanted the court to “discount” his earning capacity from the \$70,000 per year he had been earning while allegedly doing some jobs in violation of the contractor’s licensing law, then it was incumbent upon him to offer some evidence as to how the cessation of only *those jobs* would have affected his earning capacity. Clearly, Stuart, and Stuart alone, was in the best position to offer such evidence. But having chosen not to do that, Stuart cannot now complain that the court refused to engage in speculation about whether, and to what extent, such a discount would have been appropriate.

Finally, Stuart contends that even assuming he had been earning \$70,000 per year doing handyman work, it was “uncontroverted that [he] had ceased working as a handyman in or about May, 2005, once he had found out that it was illegal to do so without a state contractor’s license” He thus contends the court had no basis to

conclude he was earning such money as of the time of its order in January of 2007. Again, we find the point unpersuasive.

Even in the absence of affirmative evidence that Stuart was *still* operating his handyman business in 2007, the court could properly conclude he had the *ability* to do so. The fact that Stuart allegedly chose to cease *all home improvement work*, after he learned that a contractor's license was required for *larger jobs*, in no way compels the conclusion he could no longer earn a living as a handyman. To the contrary, it simply supports the inference that he was acting in bad faith – merely using the law as an excuse to voluntarily quit working, and artificially lower his earnings. Under those circumstances, the court was certainly free to impute the income.

For all of these reasons, we cannot conclude the court erred in deciding that \$70,000 was the proper amount to assess for Stuart's earned income.

II

Stuart also complains that the court erred in awarding Diane \$10,000 to offset the attorney fees she had incurred in the case thus far. He asserts the court abused its discretion because Diane had admittedly transferred approximately \$124,000, previously maintained in joint accounts, into accounts in her name alone, at the time the parties separated.² Diane testified she still had between \$55,000 and \$60,000 of the portion she conceded had been community funds left in her separate account at the time of the hearing.

Stuart, without citing any authority whatsoever, contends the court's ruling was erroneous because the cash in Diane's possession demonstrated she had the "means to pay her own attorneys' fees." We are unpersuaded. The court stated in its order that the fee request was governed by Family Code sections 2030 and 2032, and the specific language of the latter section, standing alone, is sufficient to refute Stuart's claim.

² Diane admitted that one of the accounts, containing approximately \$97,000, was community funds, but had claimed the other account was her separate property, received by inheritance.

Family Code Section 2032 provides in pertinent part that “(a) The court may make an award of attorney’s fees and costs under Section 2030 or 2031 where the making of the award, and the amount of the award, are just and reasonable under the relative circumstances of the respective parties. [¶] (b) In determining what is just and reasonable under the relative circumstances, the court shall take into consideration the need for the award to enable each party, to the extent practical, to have sufficient financial resources to present the party’s case adequately, taking into consideration, to the extent relevant, the circumstances of the respective parties described in Section 4320. *The fact that the party requesting an award of attorney’s fees and costs has resources from which the party could pay the party’s own attorney’s fees and costs is not itself a bar to an order that the other party pay part or all of the fees and costs requested.* Financial resources are only one factor for the court to consider in determining how to apportion the overall cost of the litigation equitably between the parties under their relative circumstances. [¶] (c) *The court may order payment of an award of attorney’s fees and costs from any type of property, whether community or separate, principal or income.*” (Italics added.)

Moreover, “[i]n assessing one party’s relative ‘need’ and the other party’s ability to pay, the court may consider all evidence concerning the parties’ current incomes, assets, and abilities, including investment and income-producing properties.” (*In re Marriage of Drake* (1997) 53 Cal.App.4th 1139, 1167.)

Here, Stuart’s argument utterly ignores most of the evidence reflecting the significant imbalance in the parties’ relative assets. In particular, he fails to acknowledge the evidence he owns quite a substantial amount of assets which he claims as his separate property, including several brokerage accounts with apparently high balances, and at least two valuable income-producing properties. There was also evidence Stuart emptied the home safe of some significant amount of cash when he left the marital residence. Although he quibbles there is no specific evidence demonstrating that the “bundles” of

cash he took added up to as much as what Diane removed from the joint bank accounts, that is hardly persuasive of anything in the light of the other evidence before us.

The court has broad discretion to make an award of fees in a marital dissolution case, and we cannot disturb its decision in the absence of a clear abuse of that discretion. (*In re Marriage of Duncan* (2001) 90 Cal.App.4th 617, 630.) Stuart has certainly demonstrated no such abuse here.

III

Stuart's final contention is that the court erred in failing to include in its order any provision obligating Diane to restore his personal property. Again, Stuart cites no authority in support of his contention.

Our own review of the record demonstrates that while Diane filed an OSC requesting the return of her personal property, Stuart did not. He simply filed a response to her request, in which he refused to return her belongings unless she also gave to him the many items he claimed were his personal property. Because Stuart did not file his own OSC, Diane had no formal opportunity to respond to his claim that he was entitled to the return of certain personal items as well, and the court was free to ignore his request.

And while the prefatory language in the court's Order After Hearing suggests it was nonetheless willing to treat Stuart's personal property claim as one of the issues before it in the OSC, the fact is the court actually included no provision expressly addressing that claim in the dispositive provisions of the document. And although Stuart filed formal written objections to the proposed final order, the omission of any provision addressing the merits of his property claim – which might have been easily remedied if the court had actually intended to address the matter – was not raised.

Under these circumstances, we conclude the issue – to the extent it was properly presented at all – was waived. If Stuart wanted the court to adjudicate his property claims as part of Diane's OSC proceeding, it was his responsibility to ensure the court did so. He failed to do that.

In any event, as Diane points out, she testified the property she was requesting to be returned in her OSC were actually items which belonged to her mother (who was still living), rather than items she claimed as her own.³ Thus, she was not asking for an order which divided up property falling within the marital estate. By contrast, Stuart's list appeared to be comprised of many items which were presumably acquired by the community, albeit things that he may have considered as more "his" than Diane's. Among the numerous things Stuart requested on his three-page typed list were "yard tools," "all automotive greases and oils," and "neck massager appliance."

Under Family Code section 2550, unless the parties agree otherwise, the court is expected to divide such property as part of the judgment of dissolution.⁴ Further, our record reflects there was an existing stipulation in this case which specifically authorized Diane to maintain "temporary exclusive use [of the marital home and] the contents located therein." Under these circumstances, and without some additional evidence regarding the provenance of the items on Stuart's list, we could not conclude the court erred in refusing to order them "returned" to him.

³ We note, however, that in her original OSC, Diane characterized this property as her "separate property." Her list suggests the items include some which belong to her mother, such as "78 (sp) records owned by Petitioner's mother," and others which are specifically identified as her own: e.g., "Jewelry box including jewelry and Petitioner's childhood charm bracelet," and "[p]etitioner's wedding ring and diamond bracelet." Nonetheless, the items listed do appear to be actual separate property (such as items Diane had owned prior to marriage, or those given to her as gifts) or things that belonged to her mother.

⁴ Family Code 2550 provides: "Except upon the written agreement of the parties, or on oral stipulation of the parties in open court, or as otherwise provided in this division, in a proceeding for dissolution of marriage or for legal separation of the parties, the court shall, either in its judgment of dissolution of the marriage, in its judgment of legal separation of the parties, or at a later time if it expressly reserves jurisdiction to make such a property division, divide the community estate of the parties equally."

The order is affirmed. Respondent shall recover her costs on appeal.

BEDSWORTH, ACTING P. J.

WE CONCUR:

O'LEARY, J.

MOORE, J.